INDYPASS PATIENT SERVICES AGREEMENT

This Patient Services Agreement governs the relationship between IndyCare Hillsborough and patients who enroll in one of our monthly IndyPass membership programs.

TERMS AND CONDITIONS:

1. I understand and agree that I am voluntarily becoming anIndyCare Hillsborough patient and that this agreement is non-transferable.

2.I have reviewed the List of Covered Services (available at <u>www.myindypass.com</u>) and had the opportunity to ask questions and receive answers regarding its content.

3.I understand and agree that IndyPass Membership does not provide comprehensive health insurance coverage nor is it a contract of insurance. I understand that Membership provides only health care services offered at IndyCare Hillsborough and as defined by the List of Covered Services. IndyCare Hillsborough recommends that patients have healthcare insurance to cover major medical events such as hospitalization, surgery, or serious illness.

4.I understand and agree that IndyCare Hillsborough will NOT bill insurance carriersfor any services provided by IndyCare Hillsborough clinic and I assume sole financial responsibility for any and all Covered Services furnished by IndyCare Hillsborough and its health personnel under this Agreement.

5.I understand and agree that IndyCare Hillsborough healthcare providers have sole discretionto determine which services are medically appropriate to meet patient needs. I understand that if an IndyCare Hillsborough provider determines that I require treatment beyond what is offered at the IndyCare Clinic, such as treatment by a specialist or emergency room care, then such treatment will not be provided by IndyCare Hillsborough.

6.I understand and agree I am responsible for charges incurred for health care services performed outside of IndyCare Hillsborough, including but not limited to emergency room, hospitalization, specialty services, or any medical transportation.

7.I understand and agree that the initial term of this agreement is 12 months. Following this initial 12-month term, I can cancel my IndyPass Membership at any time by submitting a written Cancellation Notice to IndyCare Hillsborough at least five days before the due date of my next monthly payment. Monthly fees will continue to accrue until a written termination notice is received and processed.

8.I understand and agree that once my membership is cancelled that IndyCare Hillsborough will no longer coordinate my healthcare, including prescription refills, referrals, and completion of healthcare related paperwork.

9.1 understand and agree to pay my monthly membership fee on or before its due date. If I am unable to pay my fee(s) on time, I understand that I will be charged a \$25 late fee and that my service agreement may be terminated. Covered Services may be withheld until outstanding monthly and late fees have been paid.

10.1 understand and agree that although my access to the IndyCare Hillsborough Clinic is unlimited for illness or injury, IndyCare Hillsborough providers will direct my follow-up visits for treatment at such frequencies and durations as Indycare Hillsborough deems are reasonable and appropriate under the circumstances.

11.1 understand and agree that IndyCare Hillsborough may terminate this Patient Agreement at any time without cause by providing me written notice. Any pre-paid monthly membership fees will be prorated to the date oftermination and refunded to me within ten (10) business days.

12.1 understand and agree that IndyCare Hillsborough may add or discontinue services or increase my fee schedule at any time (but not more than once per year), and I will be given at least thirty (30) days written notice before such changes are implemented.

13.1 understand that upon thirty (30) days prior written notice, IndyCare Hillsborough may amend this Agreement in order to comply with any local, state, or federal law or regulation adopted or implemented by any federal, state or local government or agency, court or other third party which impacts the performance of this Agreement.

14.I understand and agree that if I am enrolled in Medicare, that neither my

IndyCare Hillsborough healthcare provider(s) nor I will seek reimbursement from Medicare for the medical services I receive from IndyCare Hillsboroughas part of the IndyPass membership.

15.1 understand that if IndyCare Hillsborough is unable to perform its duties under this Agreement due to strikes, lockouts, labor disputes, governmental restrictions, fire of other casualty, emergency, electricity or server outages, or any cause beyond the reasonable control of IndyCare Hillsborough, IndyCare's performance will be excused for the duration of such e vent.

16.I understand that if any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable by a state or federal regulatory agency or court of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.

17.I understand that IndyCare Hillsborough must maintain a record of my health information and protect privacy of my health information.

18.I understand and agree that IndyCare Hillsborough providers will not fulfill requests for long-term disability or administer treatment for long-term pain management.

PATIENT RESPONSIBILITIES:

1.I understand that I have the right to receive accurate and easily understood information about IndyCare Hillsborough's healthcare services, healthcare professionals, and healthcare facilities. I understand that IndyCare Hillsborough will make its best effort to helpso I can make informed health care decisions.

2.I understand that I have the right to considerate, respectful, and nondiscriminatory care from my IndyCare Hillsborough health care provider(s). I also understand that I am responsible for communicating clearly and respectfully with my provider. If I become dissatisfied with my care or IndyCare Hillsborough services, I agree to notify IndyCare Hillsborough immediately so my concerns may be addressed in a timely manner.

3.I understand I am responsible for my conduct and the conduct of any family members while visiting the IndyCare Hillsborough facility and agree to conduct myself in a quiet and well-mannered fashion when visiting the IndyCare Hillsborough Clinic to ensure my behavior does not disturb other patients or interfere with their treatment. I also understand the use of loud, profane, or slanderous language directed at IndyCare Hillsborough providers, staff, or other patients is not appropriate and will not be tolerated.

4.I understand that I have the right to a fair, fast and objective review of any complaint I have against my IndyCare Hillsborough healthcare provider(s) or any other staff, including complaints about wait times, operating hours, conduct of personnel, business practices, and adequacy of healthcare services and facilities. I agree to first bring any complaints to the attention of IndyCare Hillsborough staff and to participate in the IndyCare Hillsborough complaint and grievance process.

5.I understand I have the right to know all of my treatment options and to participate in my healthcare decisions. Parents, guardians, family members or other individuals whom I designate may represent me if I cannot make my own decisions.

6.I understand and agree to be actively involved in my healthcare decisions and to disclose all relevant information to my IndyCare Hillsborough healthcare provider(s) so that they can help me achieve my health goals. I also agree to inform my IndyCare Hillsborough healthcare provider(s) of any healthcare services I receive outside of IndyCare Hillsborough (such as emergency room, specialist, or hospital services).

Each patient and family member included in their IndyPass Membership hereby agrees to the terms and conditions of this Patient Services

Agreement and understands their rights and responsibilities as an IndyCare Hillsborough patient.